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PUBLIC EMPLOYMENT
RELATIONS BOARD

MASTER CONTRACT

BETWEEN

LOUISA-MUSCATINE COMMUNITY SCHOOL DISTRICT

AND THE

LOUISA-MUSCATINE AFSCME COUNCIL/61 LOCAL 3591

FOR THE 2007-2008 SCHOOL YEAR

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ARTICLE I

RECOGNITION AND DEFINITIONS

A. **REPRESENTATIVE**

The AFSCME Council/61, Local 3591, is the certified bargaining representative for all persons employed by the Board of Education of the Louisa-Muscatine Community School District as set forth in the certification instrument issued by the Public Employment Relations Board on the 13th day of June, 1991.

B. **BOARD**

The term "Board" or "employer" as used in this Agreement shall mean the Board of Education of the Louisa-Muscatine Community School District or its duly authorized representative(s) or agent(s).

C. **EMPLOYEE**

The term "employee" as used in this Agreement shall mean a (all) person(s) represented by this Union as members of the bargaining unit as defined and certified by the Public Employment Relations Board.

D. **UNION**

The term "Union" as used in this Agreement shall mean the AFSCME Council 61, Local 3591.

ARTICLE II

DUES DEDUCTIONS

A. AUTHORIZATION

Any employee who is a member of the Union, or who has applied for membership may sign and deliver to the Board or its designee an assignment authorizing payroll deduction of organization dues, and voluntary plans of the Union. Dues shall not include initiation fees, special assessments, back dues, fines or similar items. Deductions shall be made only when the employee has sufficient earning to cover the same after deduction of state and federal taxes and social security. Changes in the amount of deductions shall be implemented the first (1st) pay period following receipt of an official union notification of a change in the amount of union dues provided the notification is received prior to the established payroll cut-off date.

B. REGULAR DEDUCTION

Pursuant to receipt of a proper deduction authorization, the Board shall deduct one-ninth (1/9), one-tenth (1/10) or one-twelve (1/12) of the total amount authorizing from the regular salary check of the employee each month depending on length of the employees contract. Authorization must be received by September 5th.

C. PRORATED DEDUCTION

Employees who begin deduction after September 5th shall have the total amount prorated on the basis of the remaining months of employment.

D. DURATION

Such authorization to deduct shall continue in affect from year to year unless revoked by thirty (30) days written notice to the Board and to the Union.

E. HOLD HARMLESS

The Union agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims arising out of the provisions in this Agreement between the parties for dues deduction.

ARTICLE III

GRIEVANCE PROCEDURES

SECTION 1 DEFINITION

1. The term "grievant" in this Agreement shall mean the employee, group of employees, or Union filing a grievance.
2. The term "grievance as used in this Agreement, shall mean a claim by a grievant that a disagreement of some kind exists involving the interpretation or application of the terms of this Agreement.

SECTION 2 THE ASSOCIATION'S RIGHT TO REPRESENT

1. The Union may process and/or continue a grievance through all levels of the procedure whether or not there is an individual employee who wishes to do so.
2. Group grievances may be filed starting at Step I.
3. The Union may continue and submit to arbitration any grievance filed and later dropped by a grievant, if the grievance involved a question of the application or interpretation of this Agreement. Notice of continuation must be filed with the District secretary within five (5) days of the dropping of the grievance by the individual employee.

SECTION 3 TIMELINESS

Failure of the appropriate administrator or administrative body to render a decision within the specified time limits shall be construed as a denial and the grievance shall move on to the next level. The failure of a grievant to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and acts as a bar to further appeal to that particular grievance.

SECTION 4

STEPS OF GRIEVANCE PROCEDURE

Step 1

The grievant and the immediate supervisor shall meet informally to resolve the dispute. However, if the grievance remains unresolved the grievance shall be reduced to writing and filed with the immediate supervisor within twenty (20) working days of the incident or knowledge giving rise to the complaint. Within five (5) working days of the receipt of the grievance by the immediate supervisor, the grievant and/or the Union and the immediate supervisor shall meet. The supervisor shall provide the grievant and the Union with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2

If the grievant is not satisfied with the disposition of his/her grievance at Level I, the grievance may be referred to the Superintendent or his/her official designee within ten (10) working days of receipt of the immediate supervisor's decision. The Superintendent shall arrange for a conference with the grievant and the Union which shall take place within five (5) days of the Superintendent's receipt of the appeal provided schedules allow. Upon conclusion of the conference, the Superintendent shall provide his/her written decision, together with the reasons for the decision, to the grievant, Union steward and AFSCME Council 61 representative within (5) work days.

Step 3

If the grievant is not satisfied with the disposition of the grievance at Level II, the Union (subject to Section 20.18 of the Code of Iowa) may submit it to arbitration by written notice to the Superintendent or to the Board of Education, within thirty (30) days of receipt of the Superintendent's decision.

SECTION 5 SELECTION OF THE ARBITRATOR

Within ten (10) days after such written notice of submission to arbitration, the Superintendent and Union may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within the ten (10) day period, a request for a list of five (5) arbitrators shall be made to the Public Employment Relations Board and have them inform the arbitrator of his/her selection. Or, in the alternative, the Parties can jointly contact the chosen arbitrator to ascertain hearing dates.

SECTION 6 POWER OF THE ARBITRATOR

The arbitrator selected will issue his/her decision not later than thirty (30) days from the date of the close of the hearing(s), or, if oral hearings have been waived, from the date the final statements, proofs and/or briefs are submitted. The decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder. Each party shall bear its own costs and expenses and the parties shall each pay one-half (1/2) of the arbitrator's fee and incurred expenses.

SECTION 7 PROCESSING GRIEVANCES

Unless agreed to by the Superintendent or his/her designee, all grievances shall be processed outside the employee's work day.

SECTION 8 GRIEVANCE CONSOLIDATION

Multiple grievances over the same basic dispute will be consolidated at Step two (2) to allow for a single response and time lines will be extended to allow for consolidation. Consolidated grievances will be submitted to only one (1) arbitrator if arbitration is requested.

ARTICLE IV
DISCIPLINE AND DISCHARGE

The parties recognize the authority of the Employer to discipline employees. Disciplinary action shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge (notice to be given in writing)

If the Employer has reason to reprimand an employee, it shall be done in private unless immediate action is necessary as determined by the supervisor.

The Union shall receive written notice of any suspension or discharge imposed upon an employee within three (3) working days of the time such action is taken.

ARTICLE V
UNION RIGHTS

SECTION 1 BULLETIN BOARDS

The Union shall have the right to post notices of activities and matters of Union concern on employee bulletin boards in areas designated for employee use.

SECTION 2 UNION LEAVE

Employees elected to any Union office or selected as a participant to any official union function or employees selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence without pay. Such leave of absence shall not exceed two (2) years. Employees may elect to take vacation time in lieu of a leave of absence without pay. This leave may be denied if a suitable substitute is not available and may be limited to one (1) person at a time. The Union shall give the Employer at least ten (10) work days advance notice whenever possible.

SECTION 3 CONTRACTING OUT

When a decision is made by the Employer to contract or subcontract work which would result in the layoff of bargaining unit members, the District agrees to a notification and discussion with the local Union not less than thirty (30) days in advance of implementation.

SECTION 4 UNION CONSULTATION

Upon request, Union representatives will be allowed to meet with bargaining unit employees during the employee's non-work time on the Employer's premises, provided suitable meeting facilities are available and practical.

SECTION 5 NON-DISCRIMINATION

Delete, permissive/agreed by Union on 4th proposal (4/10/07).

SECTION 6

PERSONNEL FILES

Employees shall have the right to inspect their personnel files. The employee shall receive a copy and may respond to any complaint or disciplinary item in the personnel file in writing within fifteen (15) work days of receipt of the copy. Such response by the employee shall become part of the permanent record.

Upon reasonable notification and at the employee's expense, the Employer shall make copies of such files for the employee.

However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any material contained in the affected employee's personnel file.

ARTICLE VI

SENIORITY

SECTION 1 SENIORITY DETERMINATION

Seniority means an employee's length of continuous service with the Employer in a permanent position since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority of the employment was in the same classification as, and contiguous to, the appointment to a permanent position.

In the event two (2) of the employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment provided they return to the District within two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

SECTION 2 SENIORITY LIST

No later than September 30th of each school year, the Board shall post in all school buildings and deliver to the Union a list showing the seniority of each employee employed by the Board. The Board will thereafter, immediately notify the Union of any changes in said list or its contents.

ARTICLE VII

PROBATIONARY PERIOD

Upon hire by the District, employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

The probationary period for employees shall be ninety (90) calendar days (excluding summer months for bus drivers) unless waived by the District on an individual basis or extended by mutual agreement.

Probationary employees will accrue leaves while on probation but are not eligible for paid leave while on probation.

Probationary employees may be separated for any cause during the probationary period without appeal.

If Action is not taken by the appointing authority to report to the probationary employee that he/she is not qualified for permanent status before the close of business on the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and have acquired permanent status.

ARTICLE VIII
LAYOFF PROCEDURES

SECTION 1 LAYOFF

In the event it becomes necessary to lay off employees, those employees in each affected sub-unit shall be laid off in inverse order of their seniority. The sub-units are custodial, mechanic and bus driver. The Employer shall provide at least a thirty (30) calendar days advance notice of layoff.

SECTION 2 RECALL

Employees shall be recalled from in inverse order of layoff. However, no part-time employee shall be recalled until all full-time employees on layoff have been offered the position. Once employees have been notified of their recall they shall be available for work within fifteen (15) calendar days. Employees shall be allowed to refuse recall and remain on layoff status if the offered position is of lesser hours than the position the employee was laid off from.

Employees shall be notified of recall via regular U.S. mail to their last known address, certified return receipt. Acceptance of recall must be in writing, hand delivered to the Superintendent or by certified mail return receipt, within fifteen (15) work days of notice of recall. Employees shall have recall rights for a period of two (2) years from the date of layoff. Employees on layoff in excess of sixty (60) days shall be paid for accrued vacation time upon the request of the employee. Any employee that is recalled shall have his/her sick leave reinstated upon recall.

ARTICLE IX

TRANSFER PROCEDURES

Employees may transfer to permanently vacant positions within their respective sub-unit. The sub-units are custodial and bus driver. When a position becomes permanently vacant the District will post notice of the vacancy for five (5) working days on the bulletin boards used for posting Union information. Except for bus drivers, employees will be entitled to bid on the position during this posting period. No change of assignments will be made until all vacancies within the unit are filled and only one vacancy remains to be filled by a new hire.

For bus drivers, if an employee leaves the District employment during the school year, the vacancy will be filled by a substitute or new hire for the remaining portion of the school year. During the summer, commencing the last day of school, such position(s) and any other vacancies will be posted per the above paragraph and procedures within this Article shall be followed.

The Union may conduct a bidding meeting to expedite the bidding process in which case it shall provide at least two (2) days advance notice to all employees within the unit of the time, date and place of the meeting.

The vacancies will be filled by the most senior applicant possessing the minimum job qualifications. Bus routes will be posted separately. Transfers will be completed before recall of laid off employees.

Employees may apply for permanently vacant positions in other sub-units. If hired the employee will retain his/her prior seniority for purposes of District benefits but not for the purpose of layoff in the new sub-units.

When a bus driver changes routes due to transfer, the District will normally assign the same bus to that driver unless the bus is needed elsewhere or is otherwise not available. The District will determine the pickup and drop off points for the buses.

Upon transfer to a position, the successful applicant shall be paid in accordance with where their District seniority places them on the attached wage scale.

Such posting shall include route (if applicable), location, minimum qualifications, hours of work, days off and the applicable wage scale.

- D. Compensatory time may be carried over into a new fiscal year.
- E. Compensatory time off shall be granted at the request of the employee with the approval of the employee's immediate supervisor.
- F. Compensatory time off will be paid out in cash at the time of termination of employment.

SECTION 3

FLEXIBLE SCHEDULES

When mutually agreed to by the District and employee flexible time schedules may be implemented including doing work scheduled for a Saturday on the preceding Friday or following Sunday unless activities at school emergencies or unusual circumstances require the presence of a custodian to do the work on Saturday.

SECTION 4

MEAL PERIOD

Full-time custodial and maintenance employees will be allowed one (1) hour unpaid meal period. If the meal is interrupted by duties the meal period will be extended by the length of the interruption when the interruption is over.

SECTION 5

CALL BACK PAY

Employees called back to work after the completion of their shift and their return home will be assured of a minimum of two (2) hours pay at the appropriate rate.

SECTION 6

AUTOMOBILE ALLOWANCE

Whenever an employee is required to use his/her personal vehicle in the performance of duty will receive a mileage allowance of 34.5 cents per mile.

SECTION 7

MEAL AND LODGING ALLOWANCE

Bus drivers will be provided with a meal allowance for out-of-town activity trips as follows:

<u>Length of trip</u>	<u>Amount</u>
4-6 hours	\$ 5.00
Over 6 hours	10.00
Over 12 hours	15.00

ARTICLE X
WAGES AND HOURS

SECTION 1 **WORK SCHEDULES**

The work year shall be those days and hours determined by the school calendar and/or which are assigned and identified in the employees individual contract. Hours and days may be increased by an employee's supervisor depending on the availability of work. The District will provide employees with at least fourteen (14) days notice of a permanent change in the employees work schedule unless waived by the employee or when not possible due to emergency. Full-time employees who have worked more than eight (8) hours during any day of a week will not be relieved of duty during the balance of that work week in order to avoid overtime unless the employee agrees.

SECTION 2 **OVERTIME AND COMPENSATORY TIME**

Overtime

Employees will be paid at the overtime rate of time and one-half for all hours over forty (40) hours in a work week. All paid time shall be regarded as hours of work for the purpose of computing overtime.

Compensatory Time

Compensatory time off is allowed as follows:

- A. The decision to pay overtime in cash or compensatory time rests with the employee and the compensatory time off will be granted when it does not unreasonably interfere with the operation of the District, including availability of subs.
- B. Compensatory time can only be accumulated to eighty (80) hours; any hours over eighty (80) will be paid out in cash.
- C. A request can be made by the employee for a payout in cash of any accumulated compensatory time. Such request shall be honored the following pay period.

If a trip is over night, the District will pay a reasonable room expense in accordance with District policy provided District approval is obtained in advance, when possible.

SECTION 8

ACTIVITY TRIPS

All bus drivers will be provided the opportunity to sign up for the activity trip list each season. Trips that are on the school calendar will be assigned on a rotating basis by seniority among the employees on the list. When an activity trip becomes available which was not on the school calendar, drivers will be assigned on a rotating basis by seniority starting with the next driver on the list.

If an assignment would interfere with a regular route, the district will assign the trip to a sub driver provided, however, that if a trip which would interfere with a regular route is an eight (8) hour or longer trip, the district will assign the trip to the next driver on the list. Provided, that the next driver on the list has one (1) school year experience driving. In such case, the driver will be compensated as if they had driven their regular route and in addition shall receive pay pursuant the "Extra Trip" payment schedule.

If a driver on the list is being assigned an eight (8) hour trip which has a time conflict with a trip that the same driver had previously accepted, the driver will be given the option of: (a) retaining the assignment trip and being bypassed, in that assignment round, or (b) accepting the newly offered eight (8) hour trip. If the driver chooses either (a) or (b) then the remaining trip will be assigned to the next driver on the list on a rotating basis by seniority. The District shall finish out one sign up list to the end of the roster before commencing again at the start of the seniority list when switching seasons, provided the driver's name appears on the list for both seasons.

TRIP TRADING PROCEDURES (Only within the Season)

- Bus drivers on the current list.
- All full time bus drivers

All trip trades must be approved in advance by the supervisor or designee. Approval shall not be unreasonably withheld. The driver assigned must take the trip unless hard ship circumstances are proven; in which case the supervisor may assign the trip to the least senior driver on the seasonal list.

The District shall post all trip notices and will keep an updated assignment list within the rotation process.

SECTION 9

REST PERIODS

Custodial and maintenance employees will receive a fifteen (15) minute paid rest period for each four (4) hour period worked.

SECTION 10

EXTRAORDINARY FEES

Upon direction and approval of the Employer, employees shall be reimbursed for registration fees, conference fees and other authorized expenses that are incurred in the performance of his/her duties.

SECTION 11

TIME SHEETS

Time sheets will not be changed without first being discussed with the affected employee.

SECTION 12

PAY

Employees shall be paid in accordance with Schedule A attached.

SECTION 13

ATHLETIC TRIPS

Prior to the start of each season, drivers will be allowed to place their names on the Athletic Practice Bus assignment list for that season. Athletic Practice Bus runs will be assigned weekly by seniority, on a rotating basis of all those who have signed up for that season. Drivers may trade assignments but all trip trades must be approved in advance by the Supervisor or designee. Approval shall not be unreasonably withheld.

SECTION 14

BUS ROUTE DIFFERENTIAL PAY

At the beginning of each school year, a time audit for all routes will be taken (starting and ending from designated point of design) for the purpose of bus route Differential Pay. The district may re audit routes at their discretion. If a driver's factored time per day is in excess of three hours per day, compensation will be paid on a per diem basis calculated as follows:

1. AM route time + Pm route/20 minutes inspection time +10 minutes early arrival time = Total Minutes Per Day.
2. Total Minutes Per Day / 60 minutes = Factored Time Per Day.

3. Regular route Pay Per Day/3 hours = Per Hour Rate.
4. Time in excess of 3 hours X Per Hour Rate=Additional Dollars Per Day.

Section 15

FIFTH BLOCK ROUTE

Prior to the start of each session, drivers will be allowed to place their names on an assignment sheet for fifth block. Fifth block will be assigned by seniority on a rotating basis for all those that have signed up. The fifth block route driving days each session will be distributed as equally as possible among those who have signed up. In the event that the fifth block route driving would interfere with a driver's regular route, that driver will not be allowed to sign up that session. Drivers may trade assignments but all trades must be approved in advance by the supervisor or designee. Approval shall not be unreasonably withheld.

ARTICLE XI

SICK LEAVE

SECTION 1 LEAVE REQUESTS

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article.

SECTION 2 ACCRUAL

Employees shall be entitled to sick leave, granted in minimum units of one-half (1/2) day, in the following graduated scale:

First year of employment in District:

10 days sick leave

Second year of employment in District:

11 days sick leave

Third year of employment in District:

12 days sick leave

Fourth year of employment in District:

13 days sick leave

Fifth year of employment in District:

14 days sick leave

Sixth year of employment in District:

15 days sick leave

A day is one (1) work day regardless of full-time or part-time.

The above amount applies only to consecutive years of employment in the District and unused portions may be accumulated only to a maximum total of one hundred five (105) days. Employees who carry forward 105 days will have 15 additional days available during that contract year and may consequently use 120 days in total for that contract year. On retirement employee may be eligible under School Board Policy for compensation of unused sick leave with letter of content.

SECTION 3 CANCELLATION OF SICK LEAVE

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, provided however, if an employee leaves the employment of the school district, and later returns as an employee of the District, accumulated sick leave of the first employment shall be transferred to the second, if the employee has been granted a leave of absence or has been subject to staff reduction for the time missed.

SECTION 4

USE OF SICK LEAVE

Employees may use accrued sick leave for personal illness, bodily injuries, medically related disabilities, emergency doctor or dentist appointments, follow-up doctor or dentist appointment after surgery, and doctor or dentist appointments to treat an ongoing or reoccurring medical condition. Routine examinations and physicals will be charged to personal leave, with the exception that full-time employees may use one (1) day of accrued sick leave per fiscal year for the routine examinations and physicals.

Employees may use up to 6 weeks of sick leave for maternity/adoption leave or up to 8 weeks with letter from doctor stating the need for more time off. If additional time is needed beyond the 8 weeks, then the employee is allowed to use unpaid leave under FMLA for the remainder.

In the event sick leave abuse is suspected, the Board may require such reasonable evidence, as it may desire confirming the necessity of such leave of absence.

An employee who has exhausted sick leave may make a request to be placed on unpaid leave of absence.

The Transportation Supervisor will arrange substitute driver assignments.

If a bus driver's routine doctor appointment on off duty time is running late due to the doctor's schedule, the employee will telephone the District to arrange a substitute and the lost time will be charged to sick leave. If a substitute is not available, the employee will return to work.

An employee shall be entitled to use five (5) days plus three (3) days of serious sick leave annually in the event of family illness (hospitalization, out patient care and follow-up care) to be deducted from sick leave.

ARTICLE XII

LEAVES OF ABSENCE

SECTION 1

REQUEST PROCEDURE

Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested. The District shall furnish a written response within a reasonable time period.

The District shall furnish a written response as follows:

1. Requests for leave of absence that take place entirely within the same school year as the request, not exceeding one (1) month shall be granted or denied within five (5) working days.
2. Requests for leave of absence to take place entirely within the same school year as the request, exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason(s) for denial in writing.
3. If an employee applies for a leave of absence in advance of the start of a school year, the district will respond on the first day of the school year as to whether the request is to be granted or denied.
4. Requests shall be granted in a first come first served basis.

SECTION 2

LEAVES OF ABSENCE WITHOUT PAY

A. Military Leave

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Iowa Code and the applicable federal statutes.

B.

Unpaid Educational Leave

It is the expressed intent of the Employer to promote continued education by employees and in furtherance of this policy, may agree to grant employees unpaid educational leaves of absence.

C. Medical Leave of Absence

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions may be granted for up to ninety (90) day increments not to exceed a total of one (1) year extension.

D. The Employer agrees to provide for the following rights upon an employees return from any of the above approved leaves:

1. The employee shall have the right to be returned to his/her position or one of the like nature in the same classification.
2. If the employee's position or one of like nature is not available in the same classification, the employee shall be laid off and subject to recall set forth in this Agreement.

E. Except as otherwise provided in other provisions of this Agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) days.

F. Any unpaid leaves of absence not addressed above may be granted by the District.

SECTION 3

PERSONNEL LEAVE

A regular employee of this school district shall be granted two (2) days (which the employee shall be allowed to accumulate to a maximum of four [4] days available in any one [1] year) of personal leave during each school year of employment for the following purpose upon the previous approval of the Superintendent:

Personal leave may not be taken during the first and last two (2) weeks of school (except in case of emergency, child's graduation or initial move-in)) nor to extend any vacation. Three (3) days advance notice must be given to take personal leave (except in case of emergency). The District may limit the number of employees on personal leave on any one (1) day and the leave is subject to available substitutes.

SECTION 4

PAID LEAVES OF ABSENCE

A. Voting Leave

Any person entitled to vote in a general election is entitled to time off from work with pay in order to vote, if the employee's working hours do not provide the opportunity for the employee to vote outside of work.

B. Jury Duty

An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work not to exceed forty (40) hours per week.

C. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness in a court proceeding, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer. This provision only applies where the employee is to testify about matters that arouse out of the employees employment with the District.

D. Bereavement Leave

Funeral leave may be granted at a rate not to exceed five (5) days per occurrence for the death of immediate family members. Immediate family members are: employee's spouse, children, step-children, grandchildren, step-grandchildren, parents, stepparents, parents-in-law, grandparents, brothers, sisters, son or daughter-in-law, step-sister or brother or an individual residing in household. Employee is allowed 1 day per year for close friend of the family.

E. Benefits

All fringe benefits shall continue during any paid leaves of absence.

SECTION 5

FAMILY MEDICAL LEAVES OF ABSENCE

Employees of the district are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act.

ARTICLE XIII

HEALTH PROVISIONS

The employer shall pay up to fifty dollars (\$50) to each employee required to provide evidence of physical fitness, with the exception of those with CDL license which require a DOT physical and those employees will be paid up to sixty-five (\$65) for a 2 year physical. Such evidence shall be limited to a statement from a licensed physician of the District's choice attesting that the employee is or is not physically fit to perform his/her assigned duties. If the District desires other medical information from the employee as a condition of either initial or continued employment, the District will pay the full cost of obtaining the same from a physician of the District's choice.

ARTICLE XIV

NO STRIKE OR LOCKOUT

SECTION 1

NO STRIKE

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

SECTION 2

NO LOCKOUT

No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XV

HOLIDAYS AND VACATION

SECTION 1

HOLIDAYS

When a holiday falls on Saturday, it will be observed on Friday; and when it falls on a Sunday, it will be observed on Monday unless the school calendar provides otherwise. The following holidays shall be considered as paid non-working, non-school calendar holidays and that employees shall not be required to perform any duties on these days;

Nine (9) Month Employees

New Year's Day
Labor Day
Thanksgiving Day
Christmas Day
Good Friday
Memorial Day

Additional Holiday for Twelve (12) Month Employees

July 4th

Employees required to work on a holiday will be paid time and one-half in addition to their regular pay. Attached to the paycheck will be an accounting of the holiday pay amount.

SECTION 2

VACATION

Full-time regular employees (forty [40] hours or more per week) who have served a full year (twelve) [12] months) are entitled to two (2) weeks vacation with pay. After completing five (5) years of service, full-time regular employees shall be entitled to three (3) weeks with pay. After completing fifteen (15) years of service, full-time regular employees shall be entitled to four (4) weeks with pay. Employees who accrue four (4) weeks of vacation per year may be required to use one week during the school year.

Employees shall bid for available vacation slots by seniority. Vacation time may not accrue from one (1) year to the next. If two (2) or more employees request vacation when the District can only allow one (1) employee to be gone, the decision will be allowed during the two (2) weeks before the start of school nor during the first week following the close of the school year. Annual leave credits in any given year shall not be earned for any period of absence without pay exceeding thirty (30) days.

Vacation will be credited to employees July 1st of each year, but may be taken in June of the same year. In the instance of a new employee who begins employment after July 1st, their first (1st) year's vacation shall be prorated. In the instance of employees who have an anniversary date which makes them eligible for more than two (2) weeks of vacation, the employee shall be credited with the additional week on the employee's anniversary. Approved vacations may only be canceled in emergency situations.

ARTICLE XVI

INSURANCE

SECTION 1 WORKERS COMPENSATION AND TORT

The Board will provide workers compensation insurance and tort claim insurance as provided by law for all employees or may self insure as provided by law.

Employees entitled to workers compensation benefits may elect to receive full pay by using prorated sick leave in an amount necessary to restore total compensation. When sick leave is exhausted the District will make no further contributions towards salary and the employee will receive workers compensation benefits only.

SECTION 2 HEALTH, LIFE AND DISABILITY

The District will make available to employees an opportunity to participate in the District's 125 health plan subject to terms and conditions of the plan. The District will contribute and benefit dollars on behalf of the employees.

Long Term Disability (LTD), 60%/90 day wait and term Life Insurance, \$10,000 will be provided by the District if the employee is eligible under the terms and conditions of the plan. If an employee is not eligible for Life or LTD Insurance the District will pay to the employee an amount equal to the usual cost of said insurance one (1) time per year during the last pay period.

SECTION 3 TERMS AND CONDITIONS

The terms and conditions of the insurance policies shall be controlling of coverage and the Board has no responsibility in any dispute between the carrier and an employee. Employees shall comply with any cooperation clause contained in the insurance policies secured by the District.

SECTION 4 PROCUREMENT

The Board shall have the right at any time to procure the insurance referred to in Sections 1 and 2 above from any other insurance company or to self insure at the Board's election and may change insurance carriers as it deems necessary, so long as employees with insurance continue to receive insurance in accordance with sections 1 and 2 above.

SECTION 5

CONTINUATION AND OTHER INSURANCE

Employees shall be entitled to continue insurance as provided in applicable Federal Law - COBRA

Employees may purchase other District insurance if allowed by the carrier.

ARTICLE XVII

SAFETY PROCEDURES

SECTION 1 PROTECTIVE CLOTHING

The District will at no cost to the employee provide protective clothing (including safety shoes) and equipment required by law or the employer.

SECTION 2 REASONABLE FORCE

An employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to self and others, to obtain possession of weapons or other dangerous objects upon the pupil or within the control of the pupil, for the purpose of self-defense or for the protection of person's property.

ARTICLE XVIII

COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

SECTION 1 FINALITY AND EFFECT OF CONTRACT

This contract supersedes and cancels all previous contracts and practices between the Board and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties and concludes collective bargaining for its term.

SECTION 2 SEPARABILITY

If any item of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such item or application shall only be deemed valid and subsisting to the extent permitted by law. The Board and the Union shall enter into immediate negotiation to replace said item under appropriately modified impasse timeliness under Chapter 20, Code of Iowa, 1987. All other items and applications shall continue in full force and effect.

SECTION 3 DURATION PERIOD

One year.

SECTION 4 SUCCESSOR AGREEMENT

District has agreed to Union initial proposal to remove this section from the contract. 5/2007.

SECTION 5 PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Union on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board, and the Board shall provide the Union with ten (10) additional copies.

SECTION 6 AUTOMATIC RENEWAL OF CONTRACT

It was agreed upon to remove this section from the contract. 5/2007.

This Agreement is executed and agreed upon this 13th day of June, 2007.

AFSCME/IOWA COUNCIL 61

By Kim Hager
Its Representative

By _____
Its Committee Member

Kim Hager
AFSCME Representative

L-M Board Representative

LOUISA-MUSCATINE COUNTY
COMMUNITY SCHOOL DISTRICT

By Angie Kemp
Its President

By Scott L. Lume
Its Chief Negotiator

Date 6-13-07

Date 6-13-07

WAGES

SCHEDULE A - EFFECTIVE 7/1/07

Employees shall be compensated in accordance with where each fits within the following schedules:

BUS DRIVERS

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Regular Route - Daily (with holiday buy-out)	\$58.14	\$59.16	\$60.30
Special Education-Daily (\$60.30+1500 per year)			
Extra Trips			\$30.00 min(3 ¾hrs or less)
Bus Inspections			\$ 8.50 hour
Mandatory Meeting			\$ 8.50 hour
Sundays & Holidays			\$12.00 hour
Mandatory Meeting shall be limited to the following:			

- a) Any student discipline meeting that the District requires employees to attend.(including administrative requested fulm reviews)
- b) Any training and/or classes which the District, or the State law, requires employees to attend or participate in as a condition for maintaining their position as a school bus driver.
- c) Mandatory meeting time shall include only the actual time spent in the meeting or in the class.
- d) Travel time shall not be counted in, or paid for as, mandatory meeting time.

CUSTODIANS-WAGE RATES PER HOUR

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Day Custodian	\$14.32	\$15.68	\$17.00
Night Custodian	\$14.68	\$16.08	\$17.39

Part-time employees will receive a starting rate of pay of ten dollars and seventy-seven cents (\$10.77) per hour.

If the District is unable to hire satisfactory employees at the start rates listed above, they may hire an employee at a rate higher than the start rate listed above, provided that they will not receive a higher wage rate than a more senior employee in the same classification. The District may provide increases in excess of the scheduled minimums to retain employees who may otherwise leave the District, subject to the same provision as starting rates for new hires.

Bus drivers and custodians shall be paid equal payments the twentieth (20th) day of each calendar month for a period of twelve (12) consecutive months, the first payment to be made the twentieth (20th) day of September each year. In the event that the twentieth (20th) day of the calendar month falls on a non-work day, employees shall receive their paycheck on the preceding work day. Summer checks shall be mailed to the address designated by each driver.